

**REQUEST FOR PROPOSALS**  
**START Savings Program Media and Publicity Campaign**  
**April 3, 2006**  
**Proposal Number 661001-0601**

Notice is hereby given that the Louisiana Tuition Trust Authority (LATTA) is requesting submittal of a Proposal from Advertising/Public Relations Firms interested in providing all services required to respond to the request described herein regarding the development and execution of an advertising and public relations campaign to promote enrollment in Louisiana's Student Tuition Assistance and Revenue Trust (START) Saving Program (See La. R.S. 17:3091 *et. seq.*).

**I. PROJECT MANAGEMENT**

The project will be managed by the Louisiana Office of Student Financial Assistance (LOSFA) and the Louisiana Tuition Trust Authority will make the decision as to final selection of a Proposer in accordance with the Evaluation Criteria, Section XVIII and the Evaluation Process, Section XIX or the rejection of all proposals and will execute the contract resulting from acceptance of a proposal.

**II. PROJECT COORDINATOR**

The LOSFA Director of Public Information and Communications will be the Project Coordinator.

**III. PROJECT DESCRIPTION**

The project may include creation and production of advertising for the START Saving Program, placing all media, coordinating all public relations efforts, and providing a written post-buy analysis of media placed for the Program.

**IV. SCOPE OF SERVICES**

The selected Proposer will provide all services required to create, produce, place, and coordinate a media advertising and public relations campaign to increase enrollment in Louisiana's college saving program referred to as the START Saving Program.

At a minimum, the services to be performed include the following:

1. In coordination with LOSFA staff, create, produce and execute a program of promotion for the Louisiana START Saving Program which shall be directed at the target audience and which shall use archived advertising and, as necessitated by changes in the START Savings Program, new advertising including, but not be limited to, the production, duplication, distribution and placement of television commercials, radio public service announcements, and one (1) outdoor design formatted for both a 30-sheet paper poster showing and vinyl bulletin showing (to include production of 100 stands of 30-sheet outdoor paper with 3 PMS colors, no bleed, and 7 stands of vinyl bulletin rotator panels).
2. Coordination of a statewide media tour to include scheduled appearances on local radio and television talk shows in major market areas and other public

relations/awareness activities to be developed with prior written approval by LOSFA staff, and within the budget provided for herein.

3. Place new and archived advertising on behalf of LATTA.
4. Verify and pay all media invoices.
5. Provide all necessary documentation of invoices.
6. Supervise all services called for in this RFP.
7. Solicit media to donate a portion of their programming to be used for PSA's and/or an agreement wherein an equal number of PSA's, in comparable day parts, are provided as matching placements for paid media time.
8. Account coordination/supervision, planning, media contact, media buying, creative direction and art direction of the above services.

## **V. BUDGET**

LATTA's budget request for START advertising for state fiscal year 2006-2007 is \$172,093. LATTA expects to submit a budget request for START advertising for \$172,093 for state fiscal year 2007-2008 and for 2008-2009. In the event no funds are appropriated or actual appropriations are less than contract amount, the contract may be terminated by either party effective the first day of the affected state fiscal year. If additional funds become available prior to termination, the parties may negotiate an amendment to the contract with the approval of the Louisiana Office of Contractual Review.

## **VI. METHODOLOGY OR PLAN**

The Proposer's Proposal must include the proposed methodology or plan for accomplishing the Scope of Services. The methodology or plan must include a precise statement of what LATTA will receive as a product of the services.

## **VII. COSTS**

The Proposal must include the Proposer's total fee, including all expenses, and a proposed payment schedule. The total fee must be broken out into expenses and the charge per hour of each person working on the project. The total of time to be charged for each person must be included. LATTA desires to pay for Proposer services as a set monthly fee, but will consider other arrangements. Indicate in the Proposal the basis that will be used to charge LATTA. Contractor is responsible for its out of pocket expenses. Travel expenses shall only be reimbursed in accordance with the State's general travel regulations (PPM 49). In no event may the total fee in a given year exceed the amount appropriated for that year.

## **VIII. REFERENCES**

The Proposer's Proposal should include a list of businesses for whom similar work has been done, including the name and telephone numbers of contact persons at those businesses. The list must include

state and/or federal agencies. A current listing of all Proposer contracts (clients) must also be included.

## **IX. STAFFING PLAN**

The Proposer's Proposal must include a staffing plan, listing all personnel specifically assigned to the project, including their qualifications and duties. Resumes of all personnel must be included. The Proposer must stipulate in the Proposal that the identified personnel will not be removed from the project without the prior written approval of LATTA/LOSFA.

## **X. SUBCONTRACTORS**

The Proposer must identify all subcontractors it anticipates using in accomplishing the Scope of Services and must provide the same information required for the Proposer for all subcontractors. The proposal must describe the work to be performed by each subcontractor, and must state the approximate percentage of work to be subcontracted to each subcontractor.

## **XI. REQUIRED CERTIFICATION**

The Proposal must include the following certification and must be executed and dated by the owner for sole proprietorships, by a general partner for a partnership, or an authorized officer for a corporation:

“On behalf of the entity submitting this Proposal, I hereby certify that I am duly Authorized to sign this Proposal on behalf of the proposer, that this Proposal is original to the proposer, and that this Proposal is being submitted without collusion.”

In the case of a sole proprietorship, the proposal must include an affidavit stating that the firm is such and that the person executing the certificate is in fact the owner of the firm. In the case of a partnership, the proposal must include an affidavit signed by the general partners stating the firm is a partnership and that the person signing the proposal is authorized to do so. In the case of a limited liability company, the Proposal must include an affidavit from the company's manager, member or certifying official that the company is a limited liability company and that the person signing the proposal is the manager, member or certifying official of the company authorized to do so. In the case of a corporation, the Proposal must include a resolution of the Board of Directors signed by the Chairman of the Board or by the corporation's secretary stating that the person signing the Proposal is an officer of the corporation authorized to do so.

## **XII. PROPOSAL ORIGINALITY**

The Proposal must be original to the proposer.

## **XIII. PROPOSAL ORGANIZATION AND CONTENT**

The Proposal should include the following in the order listed: cover letter, title page, table of contents, methodology or plan (to include proposed project schedule), deliverables, costs, references, staffing plan, subcontractors, certification, and attachments. The attachments should be kept to a minimum and include the resolution authorizing the execution of the Proposal and the staffing resumes in alphabetical order.

## **XIV. APPROVAL REQUIRED**

All work developed or undertaken pursuant to the program of promotion shall be subject to prior written

approval by LOSFA in advance of any expenditures and no work shall be performed without such prior written approval of LOSFA. The cost of services to be provided pursuant to this agreement shall be estimated by the Proposer and presented to LOSFA for written approval before any work is performed or any reimbursable expense is incurred by the Proposer.

#### **XV. RELEASE TO PUBLIC**

Proposers are hereby notified that the Proposals may be released to the public pursuant to Louisiana Public Records Law, La. R.S.44:1 *et. seq.*, after a contract is awarded, if the Request for Proposals is canceled, or if all proposals are rejected, except and only to the extent that the Public Records Law allows and the Proposer properly designates portions of the proposal as confidential. LOSFA and LATTA cannot assure any Proposer that its claim for confidentiality will withstand court challenge and subsequent release. Confidentiality requests must be made in accordance with the Public Records Law and be clearly made in the cover letter. The confidential portions must be separated from the rest of the proposal.

#### **XVI. SUBMITTAL REQUIREMENTS**

The original and four (4) copies of the Proposal with attachments must be submitted to LOSFA.

#### **XVII. ITEMS TO BE PROVIDED BY LOSFA**

To the extent that any data required for performance of the Scope of Services is maintained by LOSFA, such data will be made available to the Proposer.

#### **XVIII. EVALUATION CRITERIA**

The general criteria to be used by LOSFA in evaluating responses for the selection of a Proposer to perform the services contained herein are:

<b>NO.</b>	<b>CRITERIA</b>	<b>WEIGHTING FACTOR</b>
1	Methodology or Plan for accomplishing the Scope of Services	40
2	Proposer Experience as related to the project under consideration	35
3	Costs will be scored based on the reasonableness of what is proposed for the cost with emphasis on the ratio of total budget applied to actual media placement versus Proposer and Subcontractor fees	25
	<b>MAXIMUM TOTAL</b>	<b>100</b>

Each subcontractor will also be evaluated as indicated in Items 1-3 above.

The evaluation will be by means of a point-based rating system. The highest possible score is 100. If subcontractors are used, each subcontractor will be evaluated on its part of the project.

#### **XIX. EVALUATION PROCESS**

After receipt of all proposals at the submission deadline, the LATTA's Evaluation Committee will review each proposal to determine whether each mandatory requirement is met. Any proposal that fails to meet all mandatory requirements will be eliminated at this time and the proposer will be notified in writing.

The remaining proposals will be independently scored by each member of the Evaluation Committee based on the Evaluation Criteria, Section XVIII. The Committee will then meet and rank the proposals using the averaged scores for each proposal determined by the sum of each proposal's scores divided by the number of scores. Example: Three Committee members score Proposal A as 75, 80 and 85 respectively. The sum of the scores is 240. The number of scores (3) is divided into 240 with a result of 80. Proposal A would have an averaged score of 80.

LATTA reserves the right to award a contract based upon initial offers. At its option, LATTA may invite one or more of the highest rated Agencies to make oral presentations. The oral presentations will be limited to 40 minutes plus a 20 minute question and answer period. The person who will lead the consulting team must take part in the oral presentations. If oral presentations are held, an additional criteria for the oral presentation content and quality worth twenty (20) points will be added to the Evaluation Criteria.

After the oral presentations, if made, the Evaluation Committee will individually score the oral presentations and then meet to determine an averaged score using the formula described above. The oral presentation average score for each proposal will be added to the average score for the written proposal.

The proposal with the highest total score will be presented to LATTA for approval.

## **XX. PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held at 9:30 A.M. on April 18, 2006, at 1885 Wooddale Boulevard, 4<sup>th</sup> Floor Conference Room, Baton Rouge, Louisiana. All questions and answers will be recorded, reduced to writing and distributed to all who have requested the RFP.

## **XXI. PRE-PROPOSAL QUESTIONS**

All questions regarding the Request for Proposal and the resulting Proposals must be in writing. Written questions must be submitted prior to 4:30 P.M. on April 25, 2006, by hand delivery or mail addressed to:

The Louisiana Office of Student Financial Assistance  
Attn.: Gus Wales  
P.O. Box 91202  
Baton Rouge, LA 70821-9202

Written responses to questions received by that date will be distributed to all who receive the RFP.

## **XXII. INSURANCE**

Upon the execution of this contract, the Proposer shall furnish to LATTA satisfactory evidence that it has in force and in effect, and shall keep in force and in effect, insurance policies protecting the Proposer and/or LATTA/LOSFA against claims.

The insurance policies maintained by the Proposer for work performed under this contract must include an endorsement requiring notification, in writing, to LATTA, at least 30 days in advance of any insurance coverage to be canceled or material change that will occur. Reference Exhibit C and D for types and amounts.

### **XXIII. CONTRACT EXECUTION**

The selected Proposer will be required to execute the contract within five (5) days after receipt of the contract. The contract is not effective and work shall not commence under the contract until the contract is approved by the Director of the Office of Contractual Review in accordance with La. R.S. 39:1502.

LOSFA's generic contract is attached as Appendix A. Any deviation from these terms requested by the proposer **must be identified in the proposal** and should include the reason(s) for the deviation.

### **XXIV. CONTRACT TIME**

The Proposer will proceed with the services specified herein after the execution of the contract and upon written Notice to Proceed (NTP) from LATTA/LOSFA.

### **XXV. CONTRACT TERM**

The contract, if executed, resulting from this Request for Proposal, shall begin on July 1, 2006 and shall expire at the end of the 2008-2009 State Fiscal Year (SFY), which is June 30, 2009, unless terminated earlier in accordance with the terms of the contract. (See Appendix A.)

### **XXVI. OWNERSHIP OF MATERIALS**

Proposer agrees that any ideas or work products provided pursuant to any contract awarded pursuant to this RFP shall remain the exclusive property, without limitation, of LATTA, and hereby relinquishes all rights thereto. Upon delivery of materials to LATTA/LOSFA and the State, neither the Proposer nor its subcontractors shall make use of the materials or any portion thereof, including drafts, for any reason or purpose without the express written permission of LATTA/LOSFA.

### **XXVII. REJECTION OF PROPOSALS**

The fact that this Request for Proposal has been issued is no guarantee that a contract will be awarded. The Louisiana Tuition Trust Authority and the Louisiana Office of Student Financial Assistance reserve the right to reject all proposals without any stated reason, and without recourse to the Proposer and it is determined to be in the best interest of the state.

### **XXIII. PROPOSAL SUBMISSION DATE AND ADDRESS**

The proposal shall be submitted prior to 2:00 P.M. on May 12, 2006, by mail to:

The Louisiana Office of Student Financial Assistance  
Attention: Gus Wales  
Post Office Box 91202  
Baton Rouge, Louisiana 70821-9202

OR

by overnight mail to:

The Louisiana Office of Student Financial Assistance  
Attention: Gus Wales  
1885 Wooddale Boulevard  
Room 323  
Baton Rouge, Louisiana 70806

OR

by hand delivery to:

The Louisiana Office of Student Financial Assistance  
Attention: Gus Wales  
1885 Wooddale Boulevard  
3<sup>rd</sup> Floor Reception Desk  
Room 315  
Baton Rouge, Louisiana 70806

**Proposals received after the required time will not be considered and will be returned unopened.**

# **APPENDIX A**

## **STATE OF LOUISIANA**

### **CONTRACT FOR CONSULTING SERVICES**

Be it known, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2006, the Louisiana Office of Student Financial Assistance (hereinafter sometimes referred to as "LOSFA") and \_\_\_\_\_ (hereinafter sometimes referred to as "Contractor") do hereby enter into this contract under the following terms and conditions.

#### **I. Scope of Services**

Contractor hereby agrees to furnish the services required in the Request for Proposals attached to this contract as Exhibit A and as described in the Proposal submitted by the Contractor attached to this Contract as Exhibit B, which Exhibits are incorporated and made a part of this Contract.

#### **II. Payment Terms**

In no event may the total fee in a given year exceed the amount appropriated for that year. Contractor is responsible for its own out-of-pocket expenses.

LATTA's budget request for START advertising for state fiscal year 2006-2007 is \$172,093. LATTA expects to submit a budget request for START advertising for \$172,093 for state fiscal year 2007-2008 and for 2008-2009. In the event no funds are appropriated or actual appropriations are less than contract amount, the contract may be terminated by either party effective the first day of the affected state fiscal year. If additional funds become available prior to termination, the parties may negotiate an amendment to the contract with the approval of the Louisiana Office of Contractual Review.

Payment will be made only on approval by Gus Wales, LOSFA Director of Public Information and Communications, or his successor after receipt of invoices in accordance with Section VI of Appendix B.

#### **III. Taxes**

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be contractor's obligation and identified under Federal tax identification number.

#### **IV. Employment Status**

Contractor agrees that pursuant to this Contract, it is an independent contractor to LOSFA and in no way is it to be considered an employee of LOSFA.

#### **V. Compliance with Applicable Law**

Contractor agrees that it shall be at all times in compliance with applicable federal, state, and local laws and regulations.

#### **VI. Termination for Cause**

Either party may terminate this Contract for cause based upon the failure of the other party to

comply with the terms and/or conditions of the Contract; provided that each shall give the other written notice specifying the failure. If within thirty (30) days after receipt of such notice, the party so notified shall not have either corrected such failure, or in the case of failure which cannot be corrected in thirty (30) days, begun and proceeded diligently to complete such correction, then the notifying party may, at its option, place the other party in default and the Contract shall terminate on the date specified in such notice.

## **VII. Termination for Convenience**

The State may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

## **VIII. Remedies for Default**

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA - R.S. 39:1524 - 1526.

## **IX. Ownership**

All records, reports, documents and other material delivered or transmitted to Contractor by LOSFA shall remain the property of LOSFA, and shall be returned by Contractor to LOSFA, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of LOSFA, and shall, upon request, be forwarded by Contractor to LOSFA, at Contractor's expense, at termination or expiration of this contract.

## **X. Assignment**

The contractor shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of LOSFA, provided however, that claims for money due or to become due to the contractor from LOSFA may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to LOSFA.

## **XI. Auditors**

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of contractor, which relate to this contract.

## **XII. Performance Measures**

The performance of the Contractor shall be measured based on the Contractor's successful completion of tasks and submission of the deliverables outlined in the Methodology Section of the Proposal submitted by the Contractor and attached to this Contract as Exhibit B in relation to the schedule set forth in that Proposal.

## **XIII. Monitoring Plan**

On at least a weekly basis, Gus Wales, LOSFA's Director of Public Information and Communications, or his designee will monitor the Contractor's performance of the Contract by reviewing the Contractor's progress in performing the required tasks and submitting the deliverables on schedule. Such monitoring may include a review of correspondence, discussions and meetings with LOSFA staff and the Contractor, and such other actions as are necessary to determine the status

of the project.

#### **XIV. Term of Contract**

This contract shall begin on July 1, 2006, and shall terminate on June 30, 2009

#### **XV. Fiscal Funding**

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

#### **XVI. Discrimination Clause**

The contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or sexual orientation.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

#### **XVII. Insurance**

Contractor agrees to comply with the insurance requirements for contractors set forth in Exhibit C to this contract and made a part hereof. In addition, Contractor agrees to the indemnification provisions set forth in Exhibit D to this contract and made a part hereof and has signed said Exhibit signifying such agreement.

The insurance policies maintained by the Contractor for work performed under this contract must include an endorsement requiring notification, in writing, to LOSFA, at least 30 days in advance of any insurance coverage to be canceled or material change that will occur.

#### **XVIII. Governing Law and Order of Precedence**

This contract shall be governed and interpreted in accordance with the laws of the State of Louisiana. In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.

#### **XIX. Entire Agreement**

This contract, together with the RFP and addenda issued thereto by LOSFA, the proposal submitted by the Contractor in response to LOSFA's RFP, and any exhibits specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter.

**XX. Modification of Contract**

No alterations or modifications of this Contract will be valid unless made in writing and signed by the parties. No attachment, supplement or exhibit to this Contract shall be valid unless signed by an authorized signatory of the Contractor and LOSFA and Approval of Contractual Review.

**THUS DONE AND SIGNED** at Baton Rouge, Louisiana on the day, month and year first written above.

**IN WITNESS WHEREOF**, the parties have executed this Agreement.

Witnesses Signatures

**Louisiana Office of Student Financial Assistance**

\_\_\_\_\_

By: \_\_\_\_\_  
Executive Director

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Tax ID # \_\_\_\_\_

Telephone: \_\_\_\_\_

## **EXHIBIT C**

### **A. INSURANCE REQUIREMENTS FOR CONTRACTORS**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

### **B. MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("Occurrence" form CG 00011. **"Claims Made" form is unacceptable.**)
  - a. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability and endorsement CA 0001 12/93. The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
  - b. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

### **C. MINIMUM LIMITS OF INSURANCE**

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

### **D. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insurance retentions must be declared to and approved by LOSFA. At the option of LOSFA, either the insurer shall reduce or eliminate such deductibles or self insured retentions as respects LOSFA, its officers, officials, employees, and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenditures.

### **E. OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. LOSFA, its officers, officials, employees, Boards and Commissions and volunteers are to be added as “additional insureds” as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to LOSFA, its officers, officials, employees or volunteers. It is understood that the business auto policy under “Who is an Insured” provides liability coverage in favor of the State of Louisiana.
  - b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to LOSFA, its officers, officials, employees, Boards and Commissions or volunteers.
  - c. The Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.
2. **Workers’ Compensation and Employers Liability Coverage**

The insurer shall agree to waive all rights of subrogation against LOSFA, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for LOSFA.
  3. **All Coverages**

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to LOSFA.

**F. ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a Best’s rating of A-:VI or higher. This rating requirement may be waived for workers’ compensation coverage only.

**G. VERIFICATION OF COVERAGE**

Contractor shall furnish LOSFA with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by LOSFA before work commences. LOSFA reserves the right to require complete, certified copies of all required insurance policies, at any time.

**H. SUBCONTRACTORS**

Contractor shall include all subcontractors as insureds under its policies or shall furnish insurance certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**EXHIBIT D**

**INDEMNIFICATION AGREEMENT**

Contractor agrees to protect, defend, indemnify, save, and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of its agents, servants, and employees, or any and all Contractor costs, expenses and/or attorney fees incurred as a result of any claims, demands, and/or causes of action except those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives and/or employees; agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or suits at its sole expense; and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

Accepted by \_\_\_\_\_

Contractor Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Date Accepted \_\_\_\_\_

Is Certificate of Insurance Attached \_\_\_\_ Yes \_\_\_\_ No

Contract No. \_\_\_\_\_ for Louisiana Office of Student Financial Assistance

PURPOSE OF CONTRACT: See Exhibits A and B to the Contract.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_